
AMENDED AND RESTATED BYLAWS
OF
WOODSHIRE ON BUTLER CONDOMINIUM ASSOCIATION

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AMENDED AND RESTATED BYLAWS
OF
WOODSHIRE ON BUTLER CONDOMINIUM ASSOCIATION

ARTICLE I

GENERAL PROVISIONS

1.1 **Known Place of Business.** The known place of business of this corporation shall be located at the place as is designated in the Articles of Incorporation or such other place as the Association may designate from time to time in accordance with the Arizona statutes governing nonprofit corporations, but meetings of members and directors may be held at such other place within the State of Arizona as may be designated by the Board of Directors.

1.2 **Defined Terms.** Capitalized terms used in these Bylaws without definition shall have the meanings specified for such terms in the Condominium Declaration for WoodShire on Butler Condominiums recorded in the records of Coconino County, Arizona, as amended from time to time.

1.3 **Conflicting Provisions, Incorporation by Reference.** In the case of any conflict between the Articles and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control. The Declaration and the Articles are hereby incorporated herein by reference.

1.4 **Corporate Seal.** The Association may have a seal in a form approved by the Board.

1.5 **Designation of Fiscal Year.** The fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation of the Association.

1.6 **Books and Records.** Except for materials which the Board desires not to disclose and can fail to disclose in accordance with applicable law, the books, records and papers of the Association shall be available for inspection by any Member and the Member's authorized agents and attorneys during reasonable business hours at the known place of business of the Association, where copies may be purchased at reasonable cost.

1.7 **Amendment.** Except as set forth below, these Bylaws, and every part thereof, may, from time to time and at any time, be amended, altered, repealed, and new or additional bylaws may be adopted, by Members representing at least sixty-seven percent (67%) of the total authorized votes entitled to be cast by Members of the Association; provided, however, that during the Period of Declarant Control, the Declarant shall have the right to amend the Bylaws, to: (a) comply with the Condominium Act or any other applicable law if the amendment does not adversely affect the rights of any Unit Owner; (b) correct any error or inconsistency in the Bylaws if the amendment does not adversely affect the rights of any Unit Owner; (c) comply with the rules or guidelines in effect from time to time of any governmental or quasi-governmental entity or federal corporation guaranteeing or insuring mortgage loans or governing transactions involving mortgage instruments, including without limitation, the Department of

Veterans Affairs, the Federal Housing Administration, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation; or (d) comply with the rules or requirements of any federal, state or local governmental entity or agency whose approval of the Condominium Documents is required by law or requested by the Declarant. So long as the Declarant owns any Unit, any amendment to the Bylaws must be approved in writing by the Declarant.

1.8 **Indemnification.** To the extent it has the power to do so under the Arizona Revised Statutes, as they may be amended from time to time, the Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Member, director, officer, employee or agent of the Association or is or was serving at the request of the Association as a member, director, officer, employee or agent of another corporation, partnership, joint venture, limited liability company, trust or other enterprise, against expenses, including attorneys' fees, and against judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if he or she acted in good faith or failed to act and such failure to act was in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interest of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Indemnification of any such person shall be made in accordance with the procedures set forth in the Arizona Revised Statutes.

ARTICLE 2

MEETINGS OF MEMBERS

2.1 **Annual Meeting.** An annual meeting of the Members of the Association shall be held at least once every twelve (12) months. The annual meeting shall be held at such time and place as is determined by the Board.

2.2 **Special Meetings.** Special meetings of the Members may be called at any time by the president or by the Board or upon written request signed by Members having at least twenty-five percent (25%) of the total authorized votes in the Association.

2.3 **Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting by mailing a copy of each notice, postage prepaid, not less than ten (10) nor more than sixty (60) days before such meeting to each Member entitled to vote at the meeting addressed to the Member's address last appearing on the books of the Association or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. When a meeting is adjourned to another time or place, notice need not be given of the adjourned meeting if the time and place of the meeting are announced at the meeting at which the adjournment is taken. At the adjourned meeting, the Association may transact any business which might have been transacted at the original meeting. If the adjournment is for more than thirty (30) days, a notice of the adjourned meeting shall be given to each Member entitled to vote at the meeting. By attending a

meeting, a Member waives any right that the Member may have had to object to the meeting on the basis that the proper notice of the meeting was not given in accordance with these Bylaws or the statutes of the State of Arizona, except when the person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

2.4 **Quorum**. Except as otherwise provided in these Bylaws, the Articles, the Declaration, and Rules (collectively, the "**Condominium Documents**") or as may be provided by applicable law, the presence in person or by proxy of Members entitled to cast at least twenty-five (25%) of the total authorized votes in the Association shall constitute a quorum at all meetings of the Members. If a quorum shall not be present at any meeting, the Members entitled to vote thereat shall have the power to adjourn the meeting from time to time until a quorum shall be present.

2.5 **Multiple Owners**. If only one of the multiple Unit Owners of a Unit is present at a meeting of the Association, he is entitled to cast all the votes allocated to that Unit. If more than one of the multiple Unit Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the multiple Unit Owners unless the Declaration expressly provides otherwise. There is majority agreement if any one of the multiple Unit Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Unit Owners of the Unit.

2.6 **Proxies**. At all meetings of the Members a vote may be cast in person or by proxy. A proxy shall be duly executed in writing by the Member or his or her duly authorized attorney-in-fact. All proxies must be filed with the secretary prior to the commencement of the meeting for which the proxy is given. The proxy shall be deemed revoked only upon actual receipt by the person presiding over the meeting of a notice of revocation signed by the Member who granted the proxy. No proxy shall be valid after eleven (11) months from the date of its execution. After termination of the Period of Declarant Control, votes cannot be cast pursuant to a proxy.

2.7 **Order of Business**. Unless otherwise determined by the Board, the order of business at each annual meeting of the Members, and as far as practical at all other meetings of the Members, shall be:

- a. Election of the chairman of the meeting;
- b. Calling of the roll and certifying of proxies;
- c. Proof of notice of meetings or waiver of notice;
- d. Reading and disposal of any unapproved minutes;
- e. Reports of officers;
- f. Reports of committees;
- g. Election of inspectors of election;

- h. Determination of the number of members of the Board;
- i. Election of directors;
- j. Unfinished business;
- k. New business;
- l. Adjournment.

2.8 **Suspension of Voting Rights.** In the event any Unit Owner is in arrears in the payment of any Assessment, monetary penalties or other fees and charges due under the terms of the Condominium Documents for a period of fifteen (15) days, the Unit Owner's right to vote as a member of the Association shall be automatically suspended and shall remain suspended until all payments, including accrued interest and attorneys' fees, are brought current, and for a period not to exceed sixty (60) days for any infraction of the Condominium Documents.

2.9 **Organization and Conduct of Meetings.** All Members attending a meeting of the Members shall register with the Secretary (or such person or persons as may be designated by the Secretary) prior to commencement of the meeting, and all proxies must be filed with the Secretary (or such person or persons as may be designated by the Secretary) prior to commencement of the meeting. After the meeting is called to order by the chair of the meeting, no further proxies or changes, substitutions or revocation of proxies will be accepted. All meetings of the Members will be called to order and chaired by the President of the Association, or if there is no President or if the President is absent or so requests, then by the Vice President. If both the President and Vice President are not present at the meeting, any other officer of the Association or such member of the Association as is appointed by the Board of Directors may call the meeting to order and chair the meeting. The chair of the meeting may appoint any person (whether or not a Member of the Association) to act as Recording Secretary.

2.10 **Action by Written Consent.** The Members may approve any action required or permitted by law that requires the Members' approval without a meeting of the Members if the action is approved by Members holding at least a majority of the total authorized votes entitled to be cast by the Members of the Association, unless these By-laws, the Articles, the Declaration, or applicable law require a different amount of voting power. The action shall be evidenced by one or more written consents describing the action taken, signed by those Members representing at least the requisite amount of the voting power, and delivered to the Association for inclusion in the minutes or filing with the corporate records of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Written notice of Member approval pursuant to this Section shall be given to all Members who have not signed the written consent. Unless otherwise specified in the consent or consents, the action is effective on the date that the consent or consents are signed by the last Member whose signature results in the requisite amount of the voting power. Any Member may revoke the Member's consent by delivering a signed revocation of the consent to the President or Secretary before the date that the consent or consents are signed by the last Member whose signature results in the requisite amount of the voting power.

2.11 **Voting Requirements.** Unless otherwise provided in the Condominium Documents, if a quorum is present at a meeting of the Members, the affirmative vote of a majority of the votes represented and voting is the act of the Members.

ARTICLE 3

BOARD OF DIRECTORS

3.1 **Number.** The affairs of this Association shall be managed by a board which shall initially consist of one (1) director. During the Period of Declarant Control, the minimum number of directors shall be one (1). After the termination of the Period of Declarant Control, the minimum number of directors shall be three (3) and the maximum number of directors shall be nine (9).

3.2 **Term of Office.** The initial members of the Board shall hold office until their successors are appointed or elected and qualified. Commencing with the first annual meeting of the Members, the Members shall elect directors to serve a one (1) year term.

3.3 **Appointment/Election of Directors.** The initial Board of Directors shall consist of one (1) director and shall be appointed by the Declarant upon the incorporation of the Association. During the Period of Declarant Control, the Declarant shall have the right to appoint and remove the members of the Board of Directors and the officers of the Association who do not have to be Unit Owners. Upon the termination of the Period of Declarant Control, the Unit Owners shall elect the Board of Directors which must consist of at least three (3) members, all of whom must be Unit Owners. The Board of Directors elected by the Unit Owners shall then elect the officers of the Association. The Declarant may voluntarily surrender the right to appoint and remove the members of the Board of Directors and the officers of the Association before termination of the Period of Declarant Control, and in that event the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

3.4 **Removal.** The Members, by a two-thirds (2/3) vote of all persons present and entitled to vote at any meeting of the Members at which a quorum is present, may remove any director of the Board, with or without cause, other than a director appointed by the Declarant, and a successor may then and there be elected to fill the vacancy thereby created.

3.5 **Compensation.** No director shall receive compensation for any service the director may render to the Association. However, any director may be reimbursed for his or her actual expenses incurred in the performance of his or her duties.

3.6 **Action Taken Without a Meeting.** The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written consent of all the directors. Any such written consent shall be filed with the minutes of the proceedings of the Board.

3.7 **Vacancies.** Until the termination of the Period of Declarant Control, any vacancy on the Board of Directors shall be filled by the Declarant. Except with respect to directors

appointed by the Declarant and vacancies on the Board caused by the removal of a director in accordance with the provisions of **Section 3.4** of these Bylaws, any vacancy occurring in the Board may be filled by the affirmative vote of a majority of the remaining directors though less than a quorum or by a sole remaining director, and any director so chosen shall hold office for the remainder of the unexpired term of the director who is being replaced. When one or more directors resigns from the Board, effective at a future time, a majority of the directors then in office, including those who have so resigned, may fill such vacancy, the vote on the vacancy to take effect when such resignation becomes effective. If by reason of death, resignation or otherwise, the Association has no directors in office, any officer or Member may call a special meeting of the Members for the purpose of electing the Board of Directors.

3.8 Meetings.

3.8.1 Regular or special meetings of the Board may be held by means of conference telephone or other similar communications equipment by means of which all persons participating in the meeting can hear each other, and participation at such meeting shall constitute presence in person at the meeting.

3.8.2 Regular meetings of the Board may be held with or without notice (other than the notice originally given as to when regular meetings are held) at such time and place as is determined from time to time by the Board. After the termination of the Period of Declarant Control, notice of meetings of the Board shall be given to the Members to the extent required by law.

3.8.3 Special meetings of the Board may be called by the president on three (3) business days' notice to each director, given in writing, by hand delivery, mail or facsimile, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board shall be called by the president or secretary in like manner and on like notice on the written request of at least two (2) directors.

3.8.4 A director's attendance at or participation in a meeting shall constitute a waiver of notice of such meeting unless the director at the beginning of the meeting or promptly on the director's arrival at the meeting objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

3.9 Quorum. A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly-held meeting at which a quorum is present shall be regarded as the act of the Board.

3.10 Attendance at Meetings. If any director fails to attend three (3) or more successive meetings of the Board of Directors, including special meetings of which he/she has been given notice as provided in **Section 3.8**, or misses four (4) or more meetings out of six (6) successive meetings of the Board, including special meetings of which he/she has notice as provided in **Section 3.8**, such Director, unless otherwise determined by two-thirds (2/3) of the directors present at a meeting at which a quorum is present, shall be automatically removed as a director.

3.11 Powers and Duties. The Association shall have all of the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by the Declaration or Condominium Documents (collectively, the "Condominium Documents") otherwise required to be exercised or done by the Members. In addition to the duties imposed by these Bylaws or by any resolution of the Members that may hereafter be adopted, the Association shall have the following powers and duties, subject to the provisions of the Declaration and these Bylaws:

3.11.1 Adopt and amend bylaws and rules.

3.11.2 Adopt and amend budgets for revenues, expenditures and reserves and collect assessments for common expenses from Unit Owners.

3.11.3 Hire and discharge managing agents and other employees, agents and independent contractors.

3.11.4 Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium.

3.11.5 Make contracts and incur liabilities.

3.11.6 Regulate the use, maintenance, repair, replacement and modification of Common Elements.

3.11.7 Cause additional improvements to be made as a part of the Common Elements.

3.11.8 Acquire, hold, encumber and convey in its own name any right, title or interest to real or personal property, except that Common Elements may be conveyed or subjected to a security interest only pursuant to applicable law.

3.11.9 Grant easements, leases, licenses and concessions through or over the Common Elements.

3.11.10 Impose and receive any payments, fees or charges for the use, rental or operation of the Common Elements, other than limited Common Elements pursuant to applicable law, and for services provided to Unit Owners.

3.11.11 Impose charges for late payment of assessments after the Association has provided notice that the assessment is overdue or provided notice that the assessment is considered overdue after a certain date and, after notice and an opportunity to be heard, impose reasonable monetary penalties on Unit Owners for violations of these Bylaws, the Declaration, and Rules of the Association.

3.11.12 Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid assessments.

3.11.13 Provide for the indemnification of its officers and executive board of directors and maintain directors' and officers' liability insurance.

3.11.14 Assign its right to future income, including the right to receive common expense assessments, but only to the extent the Declaration expressly provides.

3.11.15 Be a member of a master association or other entity owning, maintaining or governing in any respect any portion of the Common Elements or other property benefitting or related to the Condominium or the Unit Owners in any respect.

3.11.16 Exercise any other powers conferred by the Declaration or Bylaws.

3.11.17 Exercise all other powers that may be exercised in this state by legal entities of the same type as the Association.

3.11.18 Exercise any other powers necessary and proper for the governance and operation of the Association.

3.11.19 Give notice of violation in accordance with applicable law.

a. Except as otherwise provided in these Bylaws, the Declaration or applicable law, the Board may act in all instances on behalf of the Association.

b. The Board shall not act on behalf of the Association to amend the Declaration, terminate the Condominium, elect members of the Board or determine the qualifications, powers and duties or terms of office of the Board Members.

3.12 **Managing Agent**. The Board may employ for the Association a managing agent at a compensation established by the Board. The Managing Agent shall perform such duties and services as the Board shall authorize, including, but not limited to, all of the duties listed in the Condominium Documents except for such duties and services that under the Condominium Documents may not be delegated to the Managing Agent. The Board may delegate to the Managing Agent all of the powers granted to the Board or the officers of the Association by the Condominium Documents other than the power to: (i) adopt the annual budget or any amendment thereto or to levy Assessments; (ii) adopt, repeal or amend Rules; (iii) designate signatories on Association bank accounts; (iv) borrow money on behalf of the Association; (v) acquire real property; or (vi) allocate or reallocate Limited Common Elements.

ARTICLE 4

OFFICERS AND THEIR DUTIES

4.1 **Enumeration of Officers**. The principal officers of the Association shall be the president, the secretary, and the treasurer and, if desired, a vice president. The Board of Directors may create such other offices as the affairs of the Association may require. During the Period of Declarant Control, all officers of the Association shall be appointed and removed by the Declarant. After the termination of the Period of Declarant Control, all officers shall be

elected by the Board. After the termination of the Period of Declarant Control, the president must be a member of the Board. Any other officers may, but need not, be members of the Board.

4.2 **Election of Officers.** After the termination of the Period of Declarant Control, the election of officers shall take place at the first meeting of the Board, following each annual meeting of the Members.

4.3 **Term.** After the termination of the Period of Declarant Control, the officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he or she shall sooner resign, or shall be removed, or otherwise disqualified to serve.

4.4 **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

4.5 **Resignation and Removal.** Except for officers appointed by the Declarant, any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

4.6 **Vacancies.** Except for officers appointed by the Declarant, a vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

4.7 **Multiple Offices.** Any two or more offices may be held simultaneously by the same person except as prohibited by the Arizona Revised Statutes, as they may be amended from time to time.

4.8 **Powers and Duties.** To the extent such powers and duties are not assigned or delegated to a managing agent pursuant to Section 3.11 of these Bylaws, the powers and duties of the officers shall be as follows:

4.8.1 **President.** The president shall be the chief executive officer of the Association, shall preside at all meetings of the Board or the Members, shall see that orders and resolutions of the Board are carried into effect, and have general and active management of the business of the Association.

4.8.2 **Vice President.** The vice president shall act in the place and stead of the president in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him or her by the Board.

4.8.3 **Secretary.** The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of the Members, keep appropriate current records showing the Members together with their addresses, and shall perform such other duties as required by the Board.

4.8.4 **Treasurer.** The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds for appropriate Association purposes as set forth in the Condominium Documents, keep proper books of account, prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular meeting, and deliver a copy of each to the Members, and, in general, perform all the duties incident to the office of treasurer.

4.8.5 **Execution of Amendments.** Amendments to the Declaration may be executed as set forth in the Declaration.

ARTICLE 5

ASSESSMENTS

5.1 **Assessments.** Subject to the provisions of the Declaration, the Board of Directors shall levy, collect and enforce Assessments for the operation of the Association and for the management, maintenance and operation of the areas that are the Association's responsibility. The Assessments shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the Members and residents of WoodShire on Butler Condominiums, enhancing the quality of life within WoodShire on Butler Condominiums, and protecting and enhancing the value, desirability and attractiveness of WoodShire on Butler Condominiums.

5.2 **Collection Policy.** In connection with its obligation to levy and collect Assessments, the Board shall establish and make available to the Members of the Association a collection policy that sets forth the due dates, delinquency dates, and late charges with respect to Assessments and the collection procedures that may be employed if Assessments are not paid in a timely manner.

ARTICLE 6

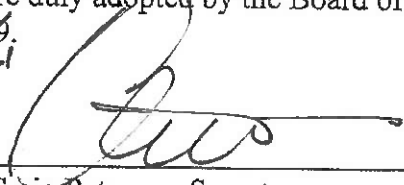
AMENDED AND RESTATED

6.1 **Amended and Restated.** These Amended and Restated Bylaws of WoodShire on Butler Homeowners' Association amend and restate and supersede in their entirety those certain Bylaws of WoodShire on Butler Homeowners' Association adopted by the Board of Directors on March 27, 2019.

[Continued on Following Page]

CERTIFICATION

I hereby certify that the foregoing Bylaws were duly adopted by the Board of Directors of the Association on the 5th day of AUGUST, 2019.



Craig Petersen, Secretary